

RECORDATION NO. 17038-V FILED

JUN 24 '10 -8 30 AM

SURFACE TRANSPORTATION BOARD

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June 24, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of Supplement No. 5 to Security Agreement, dated as of April 27, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Security Agreement-Trust Deed (GATC Trust No. 90-1) which was previously filed with the Commission under Recordation Number 17038

The names and addresses of the parties to the enclosed document are:

Debtor: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

Secured Party: The Bank of New York Mellon Trust
Company
2 N. LaSalle Street, Suite 1020
Chicago, Illinois 60602

Section Chief
June 24, 2010
Page Two

A description of the railroad equipment covered by the enclosed document is:

12 covered hopper railcars within the series CGLX 440 - CGLX 455 as more particularly set forth in the attachment to the document.

A short summary of the document to appear in the index follows:

Supplement No. 5 to the Security Agreement

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

✓ Robert W. Alvord

RWA/sem
Enclosures

JUN 24 '10 -8 30 AM

SUPPLEMENT NO. 5 TO SECURITY AGREEMENT **SURFACE TRANSPORTATION BOARD**
(GATC Trust No. 90-1)

This Supplement No. 5 to Security Agreement (GATC Trust No. 90-1), dated April 27, 2010 (this "Indenture Supplement"), of Wilmington Trust Company, not in its individual capacity but solely as Trustee (the "Debtor") under the Trust Agreement (GATC Trust No. 90-1), dated as of September 28, 1990 (the "Trust Agreement"), between the Debtor in its individual capacity and MetLife Capital Corporation, as successor to Sequa Capital Corporation, (the "Trustor"); and The Bank of New York Mellon Trust Company, N.A. (the "Secured Party").

WITNESSETH:

WHEREAS, the Security Agreement - Trust Deed (GATC Trust No. 90-1) dated as of September 28, 1990 (the "Security Agreement"), between the Debtor and the Secured Party provides for the mortgage to the Secured Party of Items of Equipment leased to the Lessee in substitution for damaged or destroyed Items of Equipment previously leased to the Lessee; and

WHEREAS, the Security Agreement relates to the Items of Equipment described in the copy of the Lease Supplement of even date herewith attached hereto and made a part hereof

NOW, THEREFORE, in order to secure the prompt payment of the principal of and premium, if any, and interest on all of the Notes from time to time outstanding under the Security Agreement and the performance and observance by the Debtor of all the agreements, covenants and provisions in the Security Agreement for the benefit of the holders of the Notes and in the Notes, subject to the terms and conditions of the Security Agreement, and in consideration of the premises and of the covenants contained in the Security Agreement and of the acceptance of the Notes by the holders thereof, and of the sum of \$1.00 paid to the Debtor by the Secured Party at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Debtor (i) has conveyed, warranted, mortgaged, assigned, pledged and granted, and does hereby convey, warrant, mortgage, assign, pledge and grant to the Secured Party, a security interest in, all and singular of the Debtor's right, title and interest in and to the property comprising the Items of Equipment described in the copy of the Lease Supplement attached hereto, and (ii) has conveyed, warranted, mortgaged, assigned, pledged and granted to the Secured Party, its successors in trust and assigns, a security interest, in all and singular of the Debtor's right, title and interest under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property thereunder), referred to above, for the benefit of the holders from time to time of the Notes.

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it, and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

The Supplement may be executed by the Debtor in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

The terms used herein are used with the meanings specified in the Security Agreement.

AND FURTHER, the Debtor hereby acknowledges that the Items of Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Debtor and is included in the property of the Debtor covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Security Agreement.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Supplement No. 5 to Security Agreement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

Wilmington Trust Company, not in its
individual capacity, but as Trustee

By: 

Name:

Jacqueline Solone

Title:

Financial Services Officer

The Bank of New York Mellon Trust
Company, N.A., not in its individual
capacity, but solely as the Security
Trustee

By: _____

Name:

Title:

The terms used herein are used with the meanings specified in the Security Agreement.

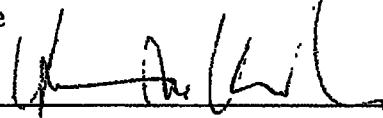
AND FURTHER, the Debtor hereby acknowledges that the Items of Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Debtor and is included in the property of the Debtor covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Security Agreement.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Supplement No. 5 to Security Agreement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

Wilmington Trust Company, not in its
individual capacity, but as Trustee

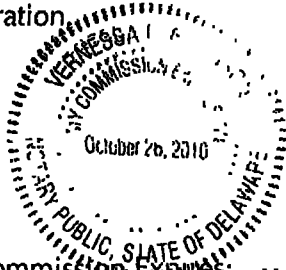
By: _____
Name:
Title:

The Bank of New York Mellon Trust
Company, N.A., not in its individual
capacity, but solely as the Security
Trustee

By: 
Name: **LAWRENCE M. KUSCH**
Title: **VICE PRESIDENT**

State of Delaware)
) SS
County of New Castle)

On this 24 day of May 2010, before me personally appeared _____,
to me personally known, who being by me duly sworn, say that he/she is a
Jacqueline Soloner of Wilmington Trust Company, that said instrument was signed on
such date on behalf of said corporation by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument was the free act and deed of said
corporation.



SEAL
My Commission Expires:

VERNESSA E. ROBINSON
Notary Public - State of Delaware
My Comm. Expires Oct. 26, 2010

Vernessa E. Robinson
Notary Public

State of Illinois)
) SS
County of Cook)

On this ____ day of _____ 2010, before me personally appeared
_____, to me personally known, who being by me duly sworn, say that he/she is a
_____ of The Bank of New York Mellon Trust Company, N.A., that said
instrument was signed on such date on behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the foregoing instrument was the free act
and deed of said corporation.

Notary Public

SEAL
My Commission Expires:

State of Delaware)
) SS
County of New Castle)

On this ___ day of _____, 2010, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is a _____ of Wilmington Trust Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

SEAL
My Commission Expires:

State of Illinois)
) SS
County of Cook)

LAWRENCE M. KUSCH On this 5th day of May, 2010, before me personally appeared Lawrence M. Kusch to me personally known, who being by me duly sworn, say that he/she is a Vice President of The Bank of New York Mellon Trust Company, N.A., that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



T. Mosterd
Notary Public

SEAL
My Commission Expires: 1/22/2013

SCHEDULE 1

Car Type	DOT Classification	Car Marking
C711	Covered Hopper	CGLX000440
C711	Covered Hopper	CGLX000441
C711	Covered Hopper	CGLX000442
C711	Covered Hopper	CGLX000444
C711	Covered Hopper	CGLX000446
C711	Covered Hopper	CGLX000447
C711	Covered Hopper	CGLX000448
C711	Covered Hopper	CGLX000449
C711	Covered Hopper	CGLX000450
C711	Covered Hopper	CGLX000451
C711	Covered Hopper	CGLX000453
C711	Covered Hopper	CGLX000455

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated: 6/24/10



Robert W Alvord